

William H. Schwarzschild, III, VSB No. 15274  
Paul S. Bliley, Jr., VSB No. 13973  
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Counsel for 1890 Ranch, Ltd.

Michael Deitch  
Tex Bar Number 05644550  
800 Rio Grande Street  
Austin, Texas 78701  
512.474.1554  
512.474.1579 Fax  
[Mike.d@dhpc-law.com](mailto:Mike.d@dhpc-law.com)

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

IN RE:	§	Chapter 11
	§	
CIRCUIT CITY STORES, INC., et al.,	§	CASE NO. 08-35653 (KRH)
	§	(Jointly Administered)
Debtors	§	<b>Response Deadline: Oct. 27, 2009</b>
	§	<b>Status Hearing: Nov. 3, 2009</b>
	§	<b>Re: Docket N. 5017</b>

**1890 RANCH, LTD.'S RESPONSE TO DEBTORS' FORTY-FOURTH OMNIBUS  
OBJECTION TO CLAIMS (DISALLOWANCE OF CERTAIN DUPLICATE CLAIMS)**

TO THE HONORABLE JUDGE OF SAID COURT:

1890 RANCH, LTD., a creditor herein, files this response to Debtors' Forty-Fourth Omnibus Objection to Claims (Disallowance of Certain Duplicate Claims) and would show the following:

1. 1890 Ranch Ltd.'s Lease was deemed rejected as of December 31, 2008 pursuant to the Court's "Order Under 11 U.S.C. §§ 105, 363, and 365 (I) Approving Bidding and Auction Procedures For Sale of Unexpired Nonresidential Real Property Leases for Closing Stores, (II) Setting Sale Hearing Date, and (III) Authorizing and Approving (A) Sale of Certain

Nonresidential Real Property Leases Free and Clear of Liens, Claims, and Encumbrances, (B) Assumption and Assignment of Certain Unexpired Nonresidential Real Property Leases, and (C) Lease Rejection Procedures” dated December 10, 2008.

2. Paragraph 6 of the Court’s Order Pursuant to Bankruptcy Code Sections 105 and 502 and Bankruptcy Rules 2002, 3003 ( c)(3), and 9007 (I) Setting General Bar Date and Procedures for Filing Proofs of Claim; and (II) Approving For and Manner of Notice Thereof dated December 10, 2008 required that “[p]roofs of claim for rejection damages claims arising from the rejection of any unexpired lease or executory contract of a Debtor (an "Agreement") during these Bankruptcy Cases must be filed by the latest of (a) thirty days after the date of entry of an order of this Court authorizing the rejection of such Agreement, (b) any date set by another Order of the Court or (c) the General Bar Date.”

3. January 30, 2009 was established as the General Bar Date.

4. 1890 Ranch, Ltd. filed its proof of claim with Kurtzman Carson Consultants on January 27, 2009. A copy of 1890 Ranch, Ltd. Proof of Claim (without the exhibit containing the lease) marked “Received January 27, 2009 Kurtzman Carson Consultants” is attached as Exhibit “1” hereto. (1890 Ranch, Ltd. will provide the lease exhibit upon request.) **1890 Ranch, Ltd. did not file a subsequent claim.** See the Statement of Michael Deitch attached hereto as Exhibit “2”.

5. 1890 Ranch, Ltd. objects to disallowing or expunging Claim number 6334 (dated January 27, 2009) as a duplicate claim as it was the only claim filed by 1890 Ranch, Ltd. 1890 Ranch, Ltd. has no knowledge of Claim number 10789 (dated February 2, 2009).

6. To the extent that Claim number 10789 (currently classified as "surviving claim") is a duplicate of Claim number 6334, 1890 Ranch, Ltd. does not object to the withdrawal of **Claim number 10789.**

7. 1890 Ranch, Ltd. does not wish to have its claim subsequently disallowed as being untimely filed.

8. The notice address for 1890 Ranch, Ltd is c/o Michael Deitch, Law Offices of Michael Deitch, 800 Rio Grande, Austin, Texas 78701, 512/ 474-1554, 512/ 474-1579 Fax, [mike.d@dhpc-law.com](mailto:mike.d@dhpc-law.com). Mr. Deitch is authorized to reconcile, settle or otherwise resolve the objection on 1890 Ranch, Ltd.'s behalf.

Dated: October 9, 2009.

1890 RANCH, LTD.

By /s/ Paul S. Bliley, Jr.  
Of Counsel

William H. Schwarzschild, III, VSB No. 15274  
Paul S. Bliley, Jr., VSB No. 13973  
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Of Counsel for 1890 Ranch, Ltd.

Michael Deitch  
Tex Bar Number 05644550  
800 Rio Grande Street  
Austin, Texas 78701  
512.474.1554  
512.474.1579 Fax  
[Mike.d@dhpc-law.com](mailto:Mike.d@dhpc-law.com)

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 9th day of October, 2009, a copy of the Response of 1890 Ranch, Ltd. to Debtors' Forty-Fourth Omnibus Objection to Claims were sent via the Electronic Case Filing (ECF) system, as appropriate.

/s/ Paul S. Bliley, Jr.  
Paul S. Bliley, Jr.

End/circuitcity/reponse.44thobjection

**FILE COPY**

**EXHIBIT 1**

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE EASTERN DISTRICT OF VIRGINIA

RICHMOND DIVISION

IN RE:	§	Chapter 11
	§	
CIRCUIT CITY STORES, INC., et al,	§	CASE NO. 08-35653
	§	
Debtors	§	Jointly Administered

**PROOF OF CLAIM OF 1890 RANCH, LTD.  
INCLUDING REJECTION DAMAGES**

1. The undersigned is the authorized representative for the purpose of filing this claim for the following creditor:

1890 Ranch, Ltd. ("Claimant"),

whose business address is c/o Endeavor Real Estate Group, 221 West 6<sup>th</sup> Street, Suite 1300, Austin, Texas 78701.

2. Claimant requests that all notices and correspondence related to this Proof of Claim be sent to the following address:

1890 Ranch, Ltd.  
c/o Michael Deitch  
Law Offices of Michael Deitch  
800 Rio Grande  
Austin, TX 78701  
512/ 474-1554  
512/ 474-1579 Fax  
mike.d@dhpc-law.com

**RECEIVED**

**JAN 27 2009**

**KURTZMAN CARCON CONSULTANTS**

3. The Claimant's claim is based upon a Lease Agreement dated effective on or about March 6, 2007 between 1890 Ranch, Ltd., as Landlord, and Circuit City Stores, Inc., as

Tenant, for the premises at 1890 Ranch Shopping Center, 1335 E. Whitestone Boulevard, Suite G, Cedar Park, Texas 78613 ("Lease"). Claimant is the obligee of Debtor. Attached hereto as Exhibit 1 are true and correct copies of pages 1-52 of the Lease. The remainder of the Lease can be filed and furnished if the need arises, or if the claim is disputed. The full Lease is incorporated by reference within this Proof of Claim.

4. The Lease was deemed rejected as of December 31, 2008 pursuant to the Court's "Order Under 11 U.S.C. §§ 105, 363, and 365 (I) Approving Bidding and Auction Procedures For Sale of Unexpired Nonresidential Real Property Leases for Closing Stores, (II) Setting Sale Hearing Date, and (III) Authorizing and Approving (A) Sale of Certain Nonresidential Real Property Leases Free and Clear of Liens, Claims, and Encumbrances, (B) Assumption and Assignment of Certain Unexpired Nonresidential Real Property Leases, and (C) Lease Rejection Procedures" dated December 10, 2008.

5. This Proof of Claim is based upon sums due and owing by Debtor under the terms of the above-described Lease.

6. Claimant asserts a claim against Debtor in the total sum of \$643,562.59.

(a) Claimant credited Debtor \$12,351.00 for 2007 CAM reconciliation on October 21, 2008. Debtor had pre-petition credit of **\$523.31**, which has been applied against the claim asserted by Claimant against Debtor in (b) below.

(b) Claimant asserts a claim against Debtor for **\$644,609.21** as a general unsecured claim for damages allowed under 11 U.S.C. § 502(b)(6) given Debtor's election to reject the Lease.

(c) The Tenant ledger is attached hereto as Exhibit 2 and the damage worksheet for the general unsecured claim for damages under 11 U.S.C. §502(b)(6) is attached as Exhibit 3.

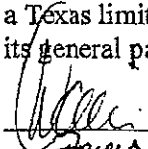
7. Claimant does not hold any security for said debt.
8. All payments received as of the date of signing this Proof of Claim have been credited and deducted for the purpose of making this Proof of Claim.
9. Claimant reserves the right to further amend this Proof of Claim.

Dated: January 23, 2009.

Respectfully submitted,

1890 RANCH, LTD, a Texas limited partnership

By: EGP Retail Management, L.L.C.,  
a Texas limited liability company,  
its general partner

By:   
Name: DAVID L. ROBERTS  
Title: CFO

**PENALTY FOR PRESENTING FRAUDULENT CLAIM: Fine of up to \$500,000 or imprisonment for up to five (5) years, or both - Title 18, U.S.C. §§ 152 and 3571.**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

IN RE:	§	Chapter 11
	§	
CIRCUIT CITY STORES, INC., et al,	§	CASE NO. 08-35653
	§	
Debtors	§	Jointly Administered

**CERTIFICATE OF SERVICE**

This is to certify that pursuant to the Rules of Bankruptcy Procedure, a true and correct copy of the foregoing was sent by Federal Express the 26 day of January, 2009, to Circuit City Stores, Inc., et al., Claims Processing Dept., Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245; and by first class mail to Debtors' attorneys of record, Dion W. Hayes, McGuireWoods, LLP, 901 E. Cary Street, Richmond, VA 23219 and Gregg M. Galardi, Skadden, Arps, Slate, Meagher & Flom, LLP, P.O. Box 636, Wilmington, DE 19899-0636; and the U.S. Trustee, Robert B. Van Arsedale, Office of the U.S. Trustee, 701 East Broad Street, Suite 4303, Richmond, VA 23219.

Respectfully submitted,

LAW OFFICES OF MICHAEL DEITCH  
& ASSOCIATES  
800 Rio Grande  
Austin, TX 78701  
512/474-1554  
512/474-1579 (telecopy)  
mike.d@dhpc-law.com (e-mail)

By

  
MICHAEL DEITCH  
STATE BAR NO. 05644550

Attorney for 1890 Ranch, Ltd.

End\circuit\poc

# Tenant Ledger

Circuit City Stores, Inc., #4310  
Attn: Belinda Eldridge  
9950 Mayland Drive  
Richmond, VA 23233

Date: 01/08/09  
Tenant Code: circit02  
Property: 1890ran  
Unit: G-100  
Status: Current  
Rent: 30,664.38  
Deposit: 0.00  
Move In Date: 10/19/07  
Move Out Date:  
Due Day: 1  
Tel# (O): (804) 486-6293  
Tel# (H):

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/19/07	Rent - prorated 10/19-10/31/2007	12,859.25		12,859.25
10/19/07	CAM - prorated 10/19-10/31/2007	1,837.04		14,696.29
10/19/07	Property Taxes - prorated 10/19-	1,837.04		16,533.33
11/01/07	Base Rent (11/2007)	30,664.38		47,197.71
11/01/07	Common Area Maintenance (11/2007)	4,380.63		51,578.34
11/01/07	Property Taxes (11/2007)	4,380.63		55,958.97
11/27/07	chk# 4446581 OCT-NOV 2007 Rent - S/P \$5881.23		38,070.00	17,888.97
11/29/07	chk# 4443029 OCT 2007 Rent - S/P \$4,525.59		12,007.74	5,881.23
12/01/07	Base Rent (12/2007)	30,664.38		36,545.61
12/01/07	Common Area Maintenance (12/2007)	4,380.63		40,926.24
12/01/07	Property Taxes (12/2007)	4,380.63		45,306.87
12/11/07	chk# 4451512 DEC 2007 Rent - O/P \$2601.46 - ap		42,027.10	3,279.77
12/27/07	chk# 4459806 JAN 2008 Rent		39,425.64	-36,145.87
01/01/08	Base Rent (01/2008)	30,664.38		-5,481.49
01/01/08	Common Area Maintenance (01/2008)	4,380.63		-1,100.86
01/01/08	Property Taxes (01/2008)	4,380.63		3,279.77
01/28/08	chk# 4475337 FEB 2008 Rent		39,425.64	-36,145.87
02/01/08	Base Rent (02/2008)	30,664.38		-5,481.49
02/01/08	Common Area Maintenance (02/2008)	4,380.63		-1,100.86
02/01/08	Property Taxes (02/2008)	4,380.63		3,279.77
02/19/08	chk# 4482866 NOV 2007 CAM - PD S/P \$3279.77		3,279.77	0.00
03/01/08	Base Rent (03/2008)	30,664.38		30,664.38
03/01/08	Common Area Maintenance (03/2008)	4,380.63		35,045.01
03/01/08	Property Taxes (03/2008)	4,380.63		39,425.64
03/05/08	chk# 4489708 MAR 2008 Rent		39,425.64	0.00
03/28/08	chk# 4497716 APR 2008 Rent		39,425.64	-39,425.64
04/01/08	Base Rent (04/2008)	30,664.38		-8,761.26
04/01/08	Common Area Maintenance (04/2008)	4,380.63		-4,380.63
04/01/08	Property Taxes (04/2008)	4,380.63		0.00
04/28/08	chk# 4510401 MAY 2008 Rent		39,425.64	-39,425.64
05/01/08	Base Rent (05/2008)	30,664.38		-8,761.26
05/01/08	Common Area Maintenance (05/2008)	4,380.63		-4,380.63
05/01/08	Property Taxes (05/2008)	4,380.63		0.00
05/27/08	chk# 4520223 JUN 2008 Rent		39,425.64	-39,425.64
06/01/08	Base Rent (06/2008)	30,664.38		-8,761.26

CONTINUED



# Tenant Ledger

Circuit City Stores, Inc., #4310  
Attn: Belinda Eldridge  
9950 Mayland Drive  
Richmond, VA 23233

Date: 01/08/09  
Tenant Code: circuit02  
Property: 1890ran  
Unit: G-100  
Status: Current  
Rent: 30,664.38  
Deposit: 0.00  
Move In Date: 10/19/07  
Move Out Date:  
Due Day: 1  
Tel# (O): (804) 486-6293  
Tel# (H):

Date	Description	Charges	Payments	Balance
	Balance Forward			-8,761.26
06/01/08	Common Area Maintenance (06/2008)	4,380.63		-4,380.63
06/01/08	Property Taxes (06/2008)	4,380.63		0.00
06/27/08	chk# 4530669 JUL 2008 Rent		39,425.64	-39,425.64
07/01/08	Base Rent (07/2008)	30,664.38		-8,761.26
07/01/08	Common Area Maintenance (07/2008)	4,380.63		-4,380.63
07/01/08	Property Taxes (07/2008)	4,380.63		0.00
07/28/08	chk# 4541736 AUG 2008 Rent		39,425.64	-39,425.64
08/01/08	Base Rent (08/2008)	30,664.38		-8,761.26
08/01/08	Common Area Maintenance (08/2008)	4,380.63		-4,380.63
08/01/08	Property Taxes (08/2008)	4,380.63		0.00
09/01/08	Base Rent (09/2008)	30,664.38		30,664.38
09/01/08	Common Area Maintenance (09/2008)	4,380.63		35,045.01
09/01/08	Property Taxes (09/2008)	4,380.63		39,425.64
09/08/08	chk# 4554980 SEP 2008 Rent		39,425.64	0.00
09/29/08	chk# 4562771 OCT 2008 Rent		39,425.64	-39,425.64
10/01/08	Base Rent (10/2008)	30,664.38		-8,761.26
10/01/08	Common Area Maintenance (10/2008)	4,380.63		-4,380.63
10/01/08	Property Taxes (10/2008)	4,380.63		0.00
10/21/08	2007 CAM Reconciliation	-12,351.00		-12,351.00
11/01/08	Base Rent (11/2008)	30,664.38		18,313.38
11/01/08	Common Area Maintenance (11/2008)	4,380.63		22,694.01
11/01/08	Property Taxes (11/2008)	4,380.63		27,074.64
12/01/08	Base Rent (12/2008)	30,664.38		57,739.02
12/01/08	Common Area Maintenance (12/2008)	4,380.63		62,119.65
12/01/08	Property Taxes (12/2008)	4,380.63		66,500.28
12/05/08	chk# 4581695 DEC 2008 Rent		39,425.64	27,074.64
12/15/08	chk# 4585225 NOV 2008 Rent - post petition period		27,597.95	-523.31
12/31/08	2007 Cam Adjustment	523.31		0.00

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	0.00

**EXHIBIT 3**

**DAMAGES WORKSHEET**

(a) Calculation of general unsecured claim for damages allowed under 11 U.S.C. §502(b)(6) given Debtors' rejection of the Lease Agreement effective December 31, 2008:

The greater of:

- (i) Calculation of the rent reserved by the Lease, without acceleration, for the greater of one year:

Base Rent (@\$30,664.38 per mo.)	\$367,972.56
NNN (@\$8,761.26 per mo.)	\$105,135.12
<hr/>	
\$473,107.68	

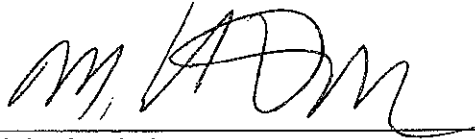
- (ii) Calculation of the rent reserved by the Lease, without acceleration, of fifteen percent (15%), not to exceed three years, of the remaining term of the Lease (January 31, 2018 or 109 months):

Base Rent (@\$30,664.38 per mo. x 16.35 months)	\$501,362.61
NNN (@\$8,761.26 per mo. x 16.35 months)	\$143,246.60
<hr/>	
\$644,609.21	

Exhibit "2"

DECLARATION OF MICHAEL DEITCH

I am the attorney representing 1890 Ranch, Ltd. in Circuit City Stores, Inc. bankruptcy. I have personal knowledge of the relevant facts that support this Response. I prepared the Proof of Claim of 1890 Ranch, Ltd. Including Rejection Damages. My paralegal sent the Proof of Claim on January 26, 2009 by Federal Express to Circuit City Stores, Inc., Claim Processing Department c/o Kurtzman Carson Consultants, LCC in El Segundo, CA. Exhibit "1" attached to this Response is a true and correct copy (minus Exhibit 1 the "Lease Agreement") of the file-marked copy received from Kurtzman Carson Consultants marked "Received Jan 27, 2009". I did not prepare or file a second claim on behalf of 1890 Ranch, Ltd. Neither I nor my client authorized anyone to do so. I do not understand why a second claim (Claim Number 10789) dated February 2, 2009 exists.

A handwritten signature in black ink, appearing to read 'M. Deitch', is written over a horizontal line.

Michael Deitch